

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT
AGREEMENT AND LIMITED RELEASE

This Private Attorneys General Act Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is made by and between Tan Nguyen (“Plaintiff”), on behalf of himself and as a proxy/agent for the California Labor Workforce Development Agency (“LWDA”), and Hometown Equity Mortgage, LLC (“HEM” or “Defendant”), a Missouri corporation to settle and resolve Plaintiff’s lawsuit for civil penalties pursuant to California Labor Code § 2698, *et seq.* and his individual claims filed against Defendant (“PAGA”). Plaintiff and Defendant are collectively referred to herein as the “Parties” and each may be individually referred to as a “Party.” This Agreement is made in consideration of the following facts:

A. WHEREAS, certain disputes have arisen between the Parties concerning Plaintiff’s claims against Defendant regarding various wage and hour practices, including, but not limited to, its compensation plan, commission payments, meal break policies, rest period policies, overtime policies, wage statements, and payment of wages due during or at separation of employment, as applied to “all current and former hourly paid employees who worked for Hometown Equity Mortgage, LLC (“Defendant”) in the State of California at any time between March 1, 2021 to September 30, 2023. (the “PAGA Period”). These employees are hereinafter referred to as the “PAGA Employees.”

B. WHEREAS, Plaintiff filed the action currently pending in the Superior Court of California, County of Orange, entitled *Nguyen v. Hometown Equity Mortgage, LLC*, Case No. 30-2022-01246368-CU-WT-CXC (the “Lawsuit” or “Action”), which is based on the disputes described in Paragraph A, above, and the allegations set forth in Plaintiff’s March 1, 2022, and May 11, 2022, letters to the LWDA. (“PAGA Notices”).

C. WHEREAS, Defendant denies all of the allegations in the Lawsuit, and specifically the PAGA Representative Claim, and deny that it has committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind. The Parties agree that neither the Parties’ settlement, this Agreement, nor the acts to be performed or judgments to be entered pursuant to the terms of the settlement and Agreement, shall be construed as an admission by Defendant of any wrongdoing or violation of any statute or law or liability on the claims or allegations in the Action.

D. WHEREAS, the Parties understand, acknowledge, and agree that this Agreement constitutes a compromise of Plaintiff's PAGA Representative Claim and individual claims, and that it is the desire and intention of the Parties to reach a final and complete resolution of the Lawsuit, including the PAGA Representative Claim and individual claims against Defendant. The Parties further acknowledge that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission by Defendant of liability.

E. WHEREAS the Plaintiff and his counsel of record believe and agree that this Agreement provides for a fair, adequate, and reasonable resolution of the PAGA Representative Claim, and the Parties agree that they have arrived at the settlement after extensive, arms-length negotiations in a full day private mediation, considering all relevant factors, present and potential.

F. WHEREAS, Plaintiff contends that, under California Law, the State may assess and collect civil penalties from "employers" for violations of certain provisions of the Labor Code. See Cal. Lab. Code § 2699, *et seq.* Under PAGA, however, if an "aggrieved employee" "give[s] written notice by certified mail to the [State] and the employer of the specific provision of the [Labor Code] alleged to have been violated," and the State thereafter decides not to investigate, as was the case here, or does investigate and determines that a citation against the employer should not issue, the employee may, "as an alternative" to enforcement by the State, act as a proxy or agent of the state's labor law enforcement agencies and bring a civil action under PAGA to recover civil penalties "on behalf of himself or herself and other current or former employees." *Id.* "[C]ivil penalties recovered by aggrieved employees shall be distributed as follows: 75 percent to the state and 25 percent to the aggrieved employees." *Id.*

G. WHEREAS, Plaintiff contends that California Labor Code section 2699(l) requires Court approval of "any penalties sought as part of a proposed settlement agreement" pursuant to PAGA. The Parties agree that the Lawsuit will be settled in its entirety without any requirement of class certification under Code of Civil Procedure Section 382. Defendant does not waive, and instead expressly reserves, its rights to challenge the propriety of this case proceeding as a representative action in the event that this Agreement is not approved. In the event that this Agreement is not approved, Defendant also does not waive, and instead expressly reserves, its right to assert that any PAGA representative action claim must comply with the Code of Civil Procedure Section 382 and/or the appropriate provisions of the California and Federal Rules of Civil Procedure, and to otherwise challenge the propriety of this case proceeding in any sort of representative capacity. Additionally, Defendant does not waive, and instead expressly reserves,

its rights to bring forth a motion to require that Tan Nguyen arbitrate his claims on an individual basis in the event that this Agreement is not approved.

THEREFORE, in consideration of the promises and covenants contained herein, the Parties agree as follows:

1. **EFFECTIVE DATE:** The effective date of this settlement (“Effective Date”) shall be the date the Court signs the order approving the PAGA Settlement (“Court Approval Order”) if no objections are filed to this settlement or if all objections are withdrawn prior to the Court ruling on them or (b) sixty-one days after the date of service of notice of entry of the settlement approval order if objections are filed and overruled and no appeal is taken from the order approving the settlement; or (c) if a timely appeal is made, ten (10) business days after the final resolution of that appeal if the appeal is rejected, the settlement is upheld, and the settlement approval order is no longer subject to further judicial review.

2. **RELEASES:**

2.1 **Release by LWDA/Effect of Judgment on PAGA Employees:** The parties agree and acknowledge that, to the maximum extent permitted by law, the final judgment entered pursuant to this settlement will bind all those who would be bound by a judgment if the action had been brought by the California Labor & Workforce Development Agency (“LWDA”), including the LWDA, and the members of the PAGA Employees, with respect to the recovery of civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, *et. seq.* only, against HEM and its past or present parents, subsidiaries, and affiliated corporations, officers, directors, employees, partners, agents, insurers, predecessors, successors and/or any other individual or entity that could be liable for the acts or omissions of HEM (“Released Parties”). It is expressly understood and agreed that this settlement only includes a full release of the PAGA claim for the time period March 1, 2021 through September 30, 2023, for any and all alleged Labor Code violations pled in the First Amended Complaint (“FAC”) and/or LWDA letters dated March 1, 2022, and May 11, 2022 and those PAGA violations that could have been asserted in the FAC based upon the facts pled therein. These Labor Code violations include, but are not limited to, claims made pursuant to Labor Code §§ 201, 202, 203, 226.3, 226.7, 510, 512, 558, 1194, 1197, 1197.1 and the IWC Wage Orders. The PAGA Notices are attached as **Exhibit B** to this Agreement. The FAC is attached as **Exhibit C** to this Agreement.

2.2 **Plaintiff’s Release:** Plaintiff does hereby — for himself and for his heirs, representatives,

attorneys, executors, administrators, successors, and assigns — release, acquit, remise, and forever discharge HEM and each of their respective affiliates, subsidiaries, parent companies, related companies, partners, officers, directors, managers, servants, agents, current and/or former employees, representatives, and attorneys, past or present, and all persons acting under, by, through, or in concert with any of them (collectively, the “Releasees”), from any and all actions, causes of action, obligations, costs, expenses, damages, losses, claims, liabilities, suits, debts, demands, and benefits (including attorneys’ fees and costs), of whatever character, in law or in equity, known or unknown, suspected or unsuspected, matured or unmatured, of any kind or nature whatsoever, now existing or arising in the future, based on any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the date of execution hereof, including, but not limited to, any claims or causes of action arising out of or in any way relating to Plaintiff’s employment or which he might otherwise seek to raise against HEM. The Parties agree that this release of claims includes, but is not limited to, claims for breach of any implied or express contract or covenant; claims for promissory estoppel; claims of entitlement to any pay, including commissions; claims of wrongful denial of insurance and employee benefits; claims for wrongful termination, retaliatory discharge, or public policy violations of whatever kind or nature, defamation, blacklisting, invasion of privacy, fraud, misrepresentation, emotional distress, or other common law or tort matters; claims of harassment, retaliation, or discrimination based on age, race, color, religion, sex, sexual orientation, national origin, ancestry, physical or mental disability, pregnancy, medical condition, marital status, and any other protected status; claims under the California Labor Code, Government, Business and Professions, and Health and Safety Codes; claims based upon the California Constitution; claims based on any federal, state, or other governmental statute, regulation, or ordinance, including, without limitation, the California Confidentiality of Medical Information Act, the California Fair Employment & Housing Act, the California Unfair Business Practice Act, California Wage Orders, the California Family Rights Act, Title VII of the Civil Rights Act, the Fair Labor Standards Act, the Americans with Disabilities Act, the Labor Management Relations Act, and the Family Medical Leave Act, all as amended.

2.2.1 For the purpose of implementing a full and complete release, Plaintiff expressly acknowledges that the general release set forth in this Agreement is intended to include in its effect, without limitation, claims that Plaintiff did not know or suspect to exist in his favor at the time of execution hereof, regardless of whether the knowledge of such claims, or the facts upon which they might be based, would materially have affected the settlement of this matter, and that the consideration given under this Agreement is also for the release of those claims and contemplates the extinguishment of any such unknown claims. In

furtherance of this settlement, Plaintiff waives any rights he may have under California Civil Code section 1542 (and other similar statutes and regulations). Section 1542 states:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

3. **SETTLEMENT APPROVAL BY COURT:** Plaintiff is represented by Verum Law Group, APC (“Plaintiff’s Counsel”). Plaintiff’s Counsel shall prepare, file and serve a motion for approval of the PAGA penalties pursuant to California Labor Code § 2699(l) advocating that the penalties are fair, adequate, and reasonable.

4. **NOTICE TO PAGA EMPLOYEES:**

4.1 No later than thirty (30) calendar days after the Effective Date, Defendant shall provide the Settlement Administrator, Phoenix Settlement Administrators, with a list of all PAGA Employees (the “PAGA Employees List”). The PAGA Employees List shall state each PAGA Employee’s (1) full name, (2) last known address, (3) social security number, and (4) the number of pay periods he or she worked during the PAGA Period. This information shall be treated as and remain confidential and shall be used solely to manage the notice and claims process described herein, shall not be disclosed to anyone other than the Settlement Administrator, except to applicable taxing authorities, or pursuant to express written authorization of Defendant, the individual in question, or by order of the Court.

4.2 No later than ten (10) business days after receipt of the Gross Settlement Fund (defined below in Section 5.1) from Defendant, the Settlement Administrator will mail settlement checks and a letter explaining why the check is being sent, substantially in the form attached hereto as **Exhibit A** (“Notice”), to the PAGA Employees identified on the PAGA Employees List. Prior to mailing the Notices, the Settlement Administrator shall check the addresses provided using the National Change of Address database. Should any of the Notices be returned as undeliverable, the Settlement Administrator will have five (5) calendar days after it receives the returned undeliverable mail to search for a more current address for the PAGA Employee (via a skip trace or other reasonable method) and to re-mail Notices to the traced address.

5. **SETTLEMENT PAYMENT PROCEDURES:**

5.1 **Gross Settlement Fund.** Provided that the Order of Approval is entered by the Court, and in exchange for the Releases set forth in Paragraph 2 above, Defendant hereby agrees to make a payment to an account designated by the Settlement Administrator in the amount of Two Hundred Ninety Five Thousand Dollars (\$295,000.00) (“Gross Settlement Fund” or “GSF”) which shall be all inclusive, encompassing (i) all payments to the LWDA and PAGA Employees; (ii) any and all costs of third party administration of the settlement; (iii) all attorneys’ fees and costs; and (iv) Plaintiff’s Individual Settlement. Defendant agrees to fund the Gross Settlement Fund within thirty days after the Court Approval Order.

5.1.1 **Estimated Number of Employees and Workweeks** The negotiations of the Settlement were premised on the assumption that there were 548 aggrieved employees, that worked approximately 9,600 pay periods between March 1, 2021 to August 9, 2023. In the event the total number of pay periods worked by aggrieved employees between March 1, 2021 to September 30, 2023 exceeds 9,600 pay periods by more than fifteen (15%) (i.e., exceeds 11,040 pay periods), then Defendant shall have the option to: 1) either pay the difference between the actual total number of pay periods and the fifteen 15% increase (11,040 pay periods) (for example, if the number of pay periods increases by 16% (1,536 pay periods), the Gross Settlement Fund, less Plaintiff’s Individual Settlement, will increase by 1%, or \$2,880.00); or 2) choose to shorten the PAGA Period to a date on which the pay period does not exceed 11,040 pay periods.

5.2 **Attorneys’ Fees and Costs:** Defendant will not oppose a request by Plaintiff for attorneys’ fees of up to one-third (1/3) of the Gross Settlement PAGA Fund equal to Ninety Eight Thousand Three Hundred Thirty Three Dollars and Thirty Three Cents (\$98,333.33) (“Attorney Fee”), and costs of Fifteen Thousand Seven Hundred Five Dollars and Thirteen Cents (\$15,705.13) (“Attorney Cost”) as compensation for the reasonable attorneys’ fees and costs incurred in connection with the work performed to litigate the Lawsuit (collectively, “Attorney Fee/Cost Payment”). The Settlement Administrator will issue an IRS Form 1099 to Plaintiff’s Counsel for their respective share of the Attorney Fee/Cost Payment.

5.3 **Plaintiff’s Individual Settlement:** Plaintiff will execute a separate settlement agreement for the Individual Wage Settlement in the amount of Seven Thousand Dollars, and Zero Cents (\$7,000.00).

5.4 **Settlement Administration Costs:** Defendant will not oppose a request for reimbursement of costs associated with the administration of the Settlement in an amount of no

more than Five Thousand Five Hundred Dollars and Zero Cents (\$5,500.00) to be paid to the Settlement Administrator (“Administration Costs”). These costs will be reimbursed from the Gross Settlement Fund.

5.5 **Net Settlement Fund:** Once the Attorney Fee/Cost Payment Settlement Administration Costs, and Plaintiff’s Individual Settlement have been subtracted from the Gross Settlement Fund, the remaining funds (approximately \$168,711.54) will be referred to as the “Net Settlement Fund.”

5.5.1 The Net Settlement Fund shall be allocated as follows: A total of seventy-five percent (75%) of the Net Settlement Fund shall be paid to the California Labor & Workforce Development Agency (“LWDA PAGA Payment”), which is approximately \$126,533.65. The remaining twenty-five percent (25%) of the Net Settlement Fund (“PAGA Employees’ Fund”), which is approximately \$42,177.88, shall be payable to the PAGA Employees, and each PAGA Employee shall receive a pro rata share of this amount as further detailed in Paragraph 5.6, below.

5.6 **Allocation of PAGA Employees’ Fund:** Each PAGA Employee shall be sent a pro rata share of the PAGA Employees’ Fund (“Individual Settlement Shares”) based on the number of pay periods that he or she worked for Defendant in the State of California during the PAGA Period (“Qualifying Pay Periods”). The Individual Settlement Shares shall be calculated as follows:

- First, for PAGA Employees, one (1) pay period will count as one (1) Qualifying Pay Period.
- Second, each PAGA Employee’s number of Qualifying Pay Periods will be divided by the total number of Qualifying Pay Periods for all PAGA Employees based on the formula above, and the resulting figure will be referred to as the “Multiplier.”
- Third, each PAGA Employee’s Multiplier will be applied to the PAGA Employees’ Fund to calculate each employee’s dollar share of the PAGA Employees’ Fund.

HEM is not responsible or liable for any errors in the calculation of settlement amounts to be awarded to each PAGA Employee. HEM is also not liable or responsible for any errors made by the Settlement Administrator in the administration of the settlement.

5.7 **Distribution and Taxes:** No later than fifteen (15) business days after the receipt of the Gross Settlement Fund from Defendant, the Settlement Administrator shall distribute the

Notice and a check to each PAGA Employee in the amount of that employee's Individual Settlement Share, and a check to the LWDA for its share of PAGA penalties. The Notice sent with the checks to the PAGA Employees shall be in substantially the same form as, and contain the same language as, the Notice letter attached hereto as Exhibit A. Each PAGA Employee's Individual Settlement Share, which constitutes payment for civil penalties, shall be treated as non-wage income and reported by the Settlement Administrator on IRS Form 1099 to the respective PAGA Employee and applicable governmental authorities. Within twenty (20) calendar days of distributing all payments required under this Agreement, the Settlement Administrator shall provide to Plaintiff's and Defendant's Counsel written confirmation verifying that it effected disbursement of the Gross Settlement Fund pursuant to the terms of this Agreement. Nothing in this Agreement is intended to constitute legal advice regarding federal, state and/or local tax obligations. Neither Plaintiff nor Defendant, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Agreement. To the extent that this Agreement or any of its attachments is interpreted to contain or constitute advice regarding any U.S. or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED). ADDITIONALLY PLAINTIFF ACKNOWLEDGES THAT HE (A) HAS RELIED EXCLUSIVELY UPON HIS OR ITS OWN, INDEPENDENT LEGAL AND TAX ADVISERS FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON PLAINTIFF.

5.8 **Expiration of Settlement Checks:** Settlement checks issued to PAGA Employees pursuant to this Agreement will expire one hundred and eighty (180) days from the date they are issued by the Settlement Administrator. After the 180 day-period, the Settlement Administrator shall remit any unclaimed funds to the California Unclaimed Property Fund maintained by the

California State Controller's Office with an identification of the PAGA Employees and the amounts allocated to each.

5.9 **Disputes Relating to Settlement Administration.** Any disputes concerning administration of the Settlement which cannot be resolved by the Parties shall be submitted to and resolved by the Court. Neither HEM nor Plaintiff shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5.10 **Effect of Judgment.** Upon the Court's entry of the Final Order and judgment, Plaintiff and the PAGA Employees will: (i) be bound by the terms and conditions of this Agreement, and the releases set forth herein; (ii) be deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy of the settlement and the Court's Final Order, and (iii) be entitled to receive a share of the Employee PAGA Fund along with all other PAGA Employees, as set forth herein, regardless of whether he or she receives Notice or deposits any payment received as a result of the Agreement.

6. **IMPACT OF NON-APPROVAL BY COURT:** Should the Court not approve the Settlement; the Parties shall request leave and work jointly to make reasonable efforts to remedy the Settlement in order to obtain the Court's approval. If the Court ultimately fails to grant approval after the Parties' joint attempt to remedy the issues, or if the Court's approval is reversed or materially modified on appellate review, the Parties' Settlement and this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever.

7. **ENFORCEMENT AND CONTINUING JURISDICTION OF THE COURT:** Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain continuing jurisdiction over this Lawsuit and over all Parties, to the fullest extent to enforce and effectuate the terms and intent of the Settlement and this Agreement. Except as otherwise provided in this Settlement Agreement, in the event that one or more of the Parties to this Settlement Agreement institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs incurred in connection with any enforcement actions.

8. **REPRESENTATIONS AND WARRANTIES:** In further consideration for payment of the PAGA settlement amounts, Plaintiff represents and warrants that he has the right and exclusive authority to execute this Agreement. Each Party to this Agreement also represents and warrants to, and agrees with, each other Party hereto as follows:

8.1 Each Party has carefully read, and knows and understands the full contents of this Agreement and is voluntarily entering into this Agreement after having received independent legal advice from his or its attorneys with respect to the advisability of making the settlement provided for herein and the advisability of executing this Agreement.

8.2 Each Party to this Agreement has investigated the facts relevant to this settlement and this Agreement, and all matters pertaining thereto, to the full extent that each Party deems necessary.

8.3 Each separately-numbered term of this Agreement is contractual, not merely a recital.

8.4 Each of the Parties has participated in the drafting of all provisions of this Agreement, has had an adequate opportunity to read, review, and consider the effect of the language of this Agreement, and has agreed to its terms.

9. **NO ADMISSION OF WRONGDOING:** Defendant denies that they engaged in any unlawful activity, that they failed to comply with the law in any respect, that they have any liability to anyone under the claims asserted in the Action. The Parties agree that this Agreement does not constitute an admission by Defendant or any of the Released Parties of any of the matters alleged in the Lawsuit or of any violation by any of them of any federal, state or local law, ordinance or regulation, or of any violation of any policy or procedure, or of any liability or wrongdoing whatsoever. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by Plaintiff, Defendant or any of the Released Parties.

10. **NON-EVIDENTIARY USE:** Neither this Agreement nor any of its terms nor the Settlement itself shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiff, the LWDA, Defendant or any other of the Released Parties, including but not limited to, evidence of a presumption, concession,

indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against Plaintiff, the LWDA, or any of the Released Parties in any further proceeding in the Action, or any other civil, criminal, or administrative action or proceeding except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendant to attempt to establish that a PAGA Employee or the LWDA has released PAGA claims, has resolved or has been compensated for any claims made by that employee or the LWDA.

11. **CHOICE OF LAW:** The rights and obligations of the Parties under this Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. California law shall govern the interpretation of this Agreement even if a choice of law analysis under state or federal law would dictate that another forum's law be applied.

12. **COOPERATION:** Each Party, on behalf of themselves, and their respective business entities, heirs, executors, and assigns, agrees that they will abide by this Agreement and will do all such acts, and prepare, execute, and deliver all such documents, as may be reasonably required to carry out the stated objectives of this Agreement.

13. **SEVERABILITY:** If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, that provision shall be deemed severed and deleted from this Agreement, and neither that provision nor its severance and deletion shall affect the validity of the remaining provisions.

14. **ADDITIONAL TERMS:**

14.1 This Agreement is binding upon, and shall inure to the benefit of, the Parties hereto and their respective agents, employees, representatives, officers, directors, parents, subsidiaries, assigns, heirs, executors, administrators, insurers, and successors in interest.

14.2 Given that all Parties hereto had the opportunity to draft, review, and edit the language of this Agreement, no presumption for or against any Party arising out of drafting all or any part of this Agreement may be applied in any action relating to, connected to, or involving this Agreement. Accordingly, the Parties hereby waive the benefit of any legal principle or rule providing that, in cases of uncertainty, the language of a contract should be interpreted against the Party who caused the uncertainty to exist.

14.3 This Agreement may be executed in counterparts. A signature by way of facsimile or email shall serve as an original for all purposes.

14.4 Headings in this Agreement are included solely for convenience and shall not control the meaning or interpretation of any provision of this Agreement.

14.5 With the exception of claims asserted by the Plaintiff in this Lawsuit, including released PAGA Representative Claim, Plaintiff agrees not to participate in, encourage, assist or facilitate, and Plaintiff and his attorneys represent that they have not participated in, encouraged, assisted or facilitated, the bringing or maintenance of any kind of cause of action, claim, report, or any administrative complaint on the federal, state, or local level by any of the Released Parties' former or present employees against any of the Released Parties based on any matter arising or accruing prior to the execution of the Agreement, except for any activities that cannot be precluded under applicable law. The Parties agree that the information to be provided to the Settlement Administrator will not be used to solicit PAGA Employees to file any claim, charge or complaint of any kind whatsoever against Released Parties, or for any other purpose other than to administer the settlement as provided herein. Plaintiff and his attorneys represent that they are unaware of any other employees of the Released Parties who have taken any affirmative steps toward the filing of any claims against the Released Parties, other than the Plaintiff in this action. Plaintiff and his attorneys agree to not knowingly use information obtained via the Lawsuit or settlement to solicit, encourage, or assist anyone else to initiate a claim against the Released Parties.

14.6. Statements Regarding the Settlement. The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the Lawsuit other than what is available in public documents, at any time. Any communication about the settlement and this Agreement to PAGA Employees prior to Court approval of the notice process, will be directed to the Settlement Administrator and will be limited to a statement that a settlement has been reached and the details will be communicated in a forthcoming notice.

14.7 This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements and understandings between the Parties pertaining to the subject matter of this Agreement. The Parties agree that no change to or modification of this Agreement shall be valid or binding unless it is in writing and signed by Plaintiff and a duly authorized officer of HEM.

15. **NONDISCLOSURE AND NONPUBLICATION**. Plaintiff and his attorney of record agree not to publicize the Agreement, the fact of the Agreement, its terms or contents, or the negotiations underlying the Agreement, in any manner or form, directly or indirectly, to any person or entity, beyond filing the Agreement with the Court and submitting a copy to the LWDA. However, Plaintiff's counsel may list the case name and number and a description of the allegations in their qualifications as counsel in other cases.

16. **NOTICES**: All notices, requests, demands and other communications required or permitted to be given pursuant to this Settlement shall be in writing and shall be delivered personally or mailed, postage prepaid, by first-class mail, to the undersigned persons at their respective addresses as set forth herein:

Counsel for Plaintiff

VERUM LAW GROUP, APC
Sam Kim
Yoonis Han
360 N. Pacific Coast Highway, Ste 1025
El Segundo, CA 90245

Counsel for Defendant

LANE POWELL PC
Rishi Puri
601 SW Second Avenue, Suite 2100
Portland, OR 97204

IN WITNESS WHEREOF, the parties knowingly and voluntarily executed this Private Attorneys General Act Settlement Agreement and Release as of the date set forth below.

PLAINTIFF TAN NGUYEN

Dated: 2/10/2024

DocuSigned by:

AB5C26E136634C4...
Tan Nguyen

DEFENDANT HOMETOWN EQUITY
MORTGAGE, LLC, a Missouri
corporation.

Dated: _____

Name: _____

Title: _____

APPROVED AS TO FORM AND CONTENT

Dated: 2/15/2024

VERUM LAW GROUP, APC



Sam Kim
Yoonis Han
Attorneys for Plaintiff Tan Nguyen

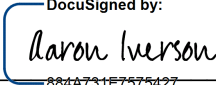
Dated: _____

LANE POWELL PC

Rishi Puri
Attorney for Defendant
Hometown Equity Mortgage, LLC

DEFENDANT HOMETOWN EQUITY
MORTGAGE, LLC, a Missouri
corporation.

Dated: February 15, 2024 | 11:35 AM PST

DocuSigned by:

884A731E7575427...
Name: Aaron Iverson
Title: President

APPROVED AS TO FORM AND CONTENT

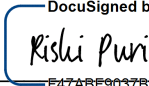
Dated: _____

VERUM LAW GROUP, APC

Sam Kim
Yoonis Han
Attorneys for Plaintiff Tan Nguyen

Dated: February 15, 2024 | 2:15 PM PST

LANE POWELL PC

DocuSigned by:

F47ABF9037B14B7...
Rishi Puri
Attorney for Defendant
Hometown Equity Mortgage, LLC